

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson
Phoenix, Arizona 85007

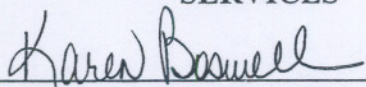
AGREEMENT

This Agreement is entered into between the Arizona Department of Health Services, hereinafter referred to as the ADHS, and the Director of the Arizona Department of Corrections on behalf of its Community Corrections Division, hereinafter known as the Department.

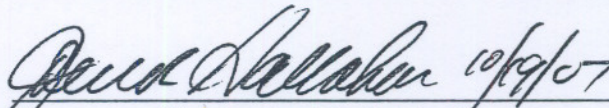
This document, including the Scope of Services, any attachments, amendments or modifications, shall constitute the entire Agreement between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

ARIZONA DEPARTMENT OF HEALTH
SERVICES


Signature of Authorized Individual Date 9/19/07
Karen Boswell
Typed Name
Procurement Administrator
Typed Title
1740 West Adams, Room 303
Phoenix, Arizona 85007
Address

ARIZONA DEPARTMENT OF CORRECTIONS


Signature of Authorized Individual Date 10/19/07
John R. Hallahan
Typed Name
Division Director, Support Services
Typed Title
1601 West Jefferson, M/C 328
Phoenix, Arizona 85007
Address

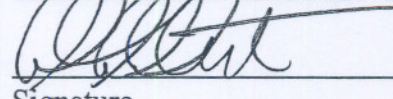
Additional Signatures as Applicable

Signature Date

Typed Name

Typed Title

ARIZONA DEPARTMENT OF CORRECTIONS


Signature Date 10/10/07
Samuel Sublett
Typed Name
Division Director, Offender Operations
Typed Title

SCOPE OF SERVICES**ADC Contract No. 070072DC
ADHS Agreement No. AGR08003**

Procurement Authority:	Authority to Contract	Authority to Contract	Expiration Date:
A.R.S.	ADC: A.R.S.	ADHS: A.R.S.	
§41-2501B	§41-1604 et seq.	§35-148	June 30, 2008
	§35-148	§36-104	

WITNESSETH

WHEREAS, the Department has the need for statewide, comprehensive, cost-effective behavioral health services for Department offenders who have been released from prison to community supervision, and

WHEREAS, ADHS executes and administers contracts with the Regional Behavioral Health Authorities (RBHAs), to provide such services statewide on a Geographic Service Area (GSA) basis (see Attachment #1), and

WHEREAS, ADHS has agreed that the Department may access such behavioral health services statewide via the ADHS contracts and

WHEREAS, the Department shall pay ADHS for services received from the RBHAs under the authority of Arizona Revised Statute (A.R.S.) §35-148,

NOW, THEREFORE, ADHS and the Department do hereby agree as set forth herein.

I. **ADHS AGREES:**

A. To provide, directly or through the RBHAs, expertise, personnel, facilities, equipment, supplies and other items necessary to furnish cost-effective, behavioral health services in accordance with the ADHS Covered Behavioral Health Services Guide on a statewide basis to Department offenders in the least restrictive, most appropriate setting, and in accordance with Behavioral Health Standards (Title 9, Chapter 20 of the Arizona Administrative Code). The Behavioral Health Standards are incorporated herein by reference. ADHS, through its Division of Behavioral Health Services, is a covered component pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and, therefore, must comply with federal laws and regulation pertaining to the confidentiality, use or disclosure of certain health care related information, pursuant to 45 CFR 164.512 (k) or other provisions of the HIPAA Privacy Regulations. ADHS must also comply with certain state and federal law

and regulations pertaining to disclosure of confidential health information, including use and disclosure of behavioral health information pursuant to ARS §36-509 and use and disclosure of substance abuse treatment information pursuant to 42 CFR Part 2. The ADHS Covered Behavioral Health Services Guide is hereby made part of this Agreement by reference and is available on the following website: www.azdhs.gov. Attachment #1 includes a list of the RBHA subcontracted providers including addresses, and a description of the six (6) Geographic Service Areas (GSAs) within the ADHS/RBHA system. Attachment #1 shall be updated annually upon renewal of this Agreement. Notification of changes to the Guide affecting the direct treatment services for ADC offenders shall be sent within ten (10) workdays after the change to the Department Community Corrections Program Administrator at the following address:

Arizona Department of Corrections
Attention: Community Corrections Program Administrator
Program Services Division
1601 W. Jefferson, M/C 320
Phoenix, Arizona 85007

B. To provide and maintain directly or through the RBHAs, at least one Corrections Officer/Offender Liaison (COOL) position, who shall provide access to appropriate behavioral health services to the Department's eligible offenders. A description of the COOL position, with staff assignments by RBHA, is provided by Attachment #2. ADHS shall inform the Department Administrator in writing of personnel vacancies, upon ADHS receipt of such information from the RBHAs. A list of COOL personnel with corresponding phone numbers shall be provided to the Administrator at the address provided herein. The administrator shall be notified immediately if there are changes to this list. An updated list shall be submitted to the Administrator as soon as practical.

C. To ensure that any RBHA which is funded for more than one COOL position expends available funding for staffing as warranted by the number of Department offenders receiving services, but not to exceed the number of positions in each RBHA.

D. To coordinate and facilitate intake services and appointments through the RBHA subcontracted providers in accordance with the Behavioral Health Standards and the required time frames for the Department's eligible offenders. Provide written notification to the appropriate Department Parole Officer within twenty-four (24) hours of placement decisions at specific subcontracted providers and subsequent decision to accept or reject a Department eligible offender for service. Changes to Intake Procedures shall be provided to the Department Administrator or authorized designee ten (10) work days prior to the effective date of the change.

E. To provide a written attendance verification report to the Department Parole Officer through the RBHA subcontracted providers regarding each offender referred by the COOL at least every thirty (30) days. Notification of a Department eligible offender's non-compliance with program participation shall be provided to the Department Parole Officer within forty-eight (48) hours of said non-compliance.

F. To ensure that RBHA and subcontracted providers maintain insurance, licensure and certification requirements and that they observe and abide by applicable State statutes and Federal regulations regarding use or disclosure of information obtained while providing services to Department offenders. Client specific service information shall be provided to the Administrator upon request, provided that compliance with applicable laws regarding confidentiality have been fulfilled. Nothing in this section shall imply restriction of information between the Department and ADHS or the RBHAs related to information used and disclosed for purposes of this agreement.

G. To provide the Administrator written notice and request for review and comments of any policy Arizona Department of Health Services/Division of Behavioral Health Services that houses the Division of Clinical & Recovery Services changes related to behavioral health services thirty (30) days prior to the effective date of

the policy change. For changes required by state or federal mandate, the comment period may be less than thirty (30) days and the policy may be retroactive.

H. To provide to the Administrator, upon request, public documents produced by ADHS regarding the results of any quality assurance and utilization review studies that ADHS conducts on the COOL program. A copy of the Correction Action Plan shall be provided to the Administrator within thirty (30) days after ADHS approval of the plan developed by the RBHA.

I. To pay for positions and services rendered by COOL staff as well as covered behavioral health services provided by the RBHAs or their subcontracted providers in accordance with normal customary ADHS business practices through the ADHS/DBHS¹ Allocation Schedule. Based on medical necessity and Department payments received by ADHS under this Agreement, services for released offenders include emergency behavioral health crisis services and the cost of placement when a Department offender is moved from one level of care to another within the ADHS Covered Behavioral Health Services Guide.

J. To ensure that all Department offenders receiving services under this Agreement have full access to the grievance and appeals process available through ADHS and the RBHA. The Department Parole Officer shall be notified within five (5) working days of any client/offender grievance or appeal which has been initiated through the RBHA.

K. To provide to the Department Administrator no later than October 15th of each year, an annual report on expenditures in the prior fiscal year by ADHS for services provided under this Agreement.

L. To provide to the Department Administrator, a quarterly report no later than fifteen (15) working days after the end of the fiscal quarter. The report shall contain the following:

¹ Arizona Department of Health Services/Division of Behavioral Health Services that houses the Division of Clinical & Recovery Services.

1. Number of referrals to the COOL program, made during the fiscal quarter covered by the report;
2. Number of COOL intakes completed during the fiscal quarter covered by the report;
3. Number of COOL flagged offenders who received treatment and/or follow-up services, i.e., individual, group, etc. defined/categorized by ADHS-DBHS covered services manual, during the fiscal quarter covered by the report;
4. Number of COOL flagged offenders who were dropped from treatment services during the fiscal quarter covered by the report;
5. Number of COOL flagged offenders who are actively involved and successfully completed treatment, during the fiscal quarter covered by the report;
6. Vacancy status of COOL staff positions, to include length of vacancy, if any, and progress toward filling any vacancy;
7. The average number of sessions attended by each offender, during the fiscal quarter covered by the report.

II. THE DEPARTMENT AGREES:

- A. To refer Department eligible offenders to the appropriate ADHS/RBHA based upon the GSA in which they will be supervised.
- B. To provide case record documentation for referred offenders as soon as practical, but not later than five (5) working days after referral to the RBHA/COOL prior to intake, whichever is earliest.
- C. To notify the RBHA/COOL within five (5) working days of offenders who have been or will be returned to custody.
- D. To comply with ADHS/RBHA requests for review of policy changes as requested.
- E. To pay ADHS as follows for identified services:
 1. An annual not-to-exceed amount of three hundred seventy-five thousand dollars (\$375,000.) for the provision of eight (8) COOL staff positions. No administrative fee shall be paid to ADHS for COOL positions.

2. An annual not-to-exceed amount of two and half million dollars (\$2,500,000.) for the provision of direct treatment services. A twelve per cent (12%) ADHS/RHBA administrative fee for the purpose of processing claims and other financial information related to this Agreement shall be added to each request for payment.

F. The amount of funding the Department estimates will be available to pay ADHS under this Agreement shall be in writing each fiscal year and signed by both parties to this Agreement. The Department shall have the right to adjust available funding for the COOL positions and the treatment services based upon the released population and the funding appropriation. The Department shall notify ADHS in writing no less than ninety (90) days prior to any planned funding changes and shall pay ADHS the full amount for services rendered up to the effective day of the change.

G. To notify ADHS of any concerns regarding staffing of the COOL or of concerns regarding the provision of treatment services.

H. Commencing with July 1 of each fiscal year, payment to ADHS shall occur on a quarterly basis:

1. Upon written request from ADHS, the Department shall pay one quarter of the annual not-to-exceed amount for the eight (8) COOL positions, and no less than one quarter of funds for covered behavioral health services, in accordance with Section II., Paragraph E. of this Agreement.
2. Subsequent payment for the COOL positions, direct treatment services for released Department offenders and the actual provision of services to the offenders will be adjusted based on the annual expenditure report and as supported by the number of offenders placed in treatment.
3. Said payments shall be received by ADHS no later than ten (10) working days after the written request.

III. IT IS MUTUALLY AGREED THAT:

A. This Agreement shall become effective on the date it is signed by all parties. This Agreement shall remain in effect unless terminated as permitted herein or when appropriated funding is exhausted or on June 30, 2008. By mutual written Contract amendment, any resultant Contract may be renewed for supplemental

periods of up to a maximum of forty-eight (48) months.

B. This Agreement may be terminated without cause by either party or provision of prior written notice to the other. Such notice shall be effective ninety (90) days after mailing by certified mail, return receipt requested, to the other party.

C. Changes to the Agreement shall be handled by formal amendment signed by both parties.

D. Both parties shall retain for inspection and audit all books, accounts, reports, files and other records relating to this Agreement for a period of five (5) years after its completion in accordance with A.R.S. §35-214. Upon request of either party, a legible copy of all such records shall be provided by the other party at the administrative office of the requesting party or at the office of the State Auditor General. The original of all such records shall also be available and produced for inspection and audit when requested by either party or the State Auditor General to verify authenticity of copy.

E. All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference.

F. This Agreement is subject to arbitration to the extent required by A.R.S. §12-1518.

G. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated on the signature page of this document.

H. Both parties shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state employment laws, rules and regulations, including the American With Disabilities Act. Both parties shall take action to ensure that applicants for employment and employees are not discriminated against due to race, religion, age, sex, national origin or disability.

I. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all governing laws of interagency agreements and mandatory contract provisions of state agencies by statute or executive order.

LIST OF
REGIONAL BEHAVIORAL HEALTH AUTHORITY (RBHA)
with Corresponding
GEOGRAPHIC SERVICE AREA (GSA)
and
SUBCONTRACTED PROVIDERS

RBHA	GSA
*NARBHA	Northern Arizona Behavioral Health Geographic Service Area – This area covers Mohave, Coconino, Yavapai, Navajo and Apache Counties, including Indian Reservations.
Cenpatico	Southwest Arizona Behavioral Health Geographic Service Area – This area covers La Paz and Yuma Counties, including Indian Reservations.
**CPSA 3	Southeast Arizona Behavioral Health Geographic Service Area – This area covers Santa Cruz, Cochise, Graham and Greenlee Counties, including Indian Reservations.
**CPSA 5	Pima County Behavioral Health Geographic Service Area – This area covers all of Pima County, including Indian Reservations.
Cenpatico	Gila-Pinal Behavioral Health Geographic Service Area – This area covers Pinal and Gila Counties, including Indian Reservations.
Magellan (effective 9/1/07)	Maricopa County Behavioral Health Geographic Service Area – This area covers all of Maricopa County, including Indian Reservations.
Value Options (effective 7/01/07 - 8/31/07)	

- * Northern Arizona Behavioral Health Association
- ** Community Partnership of Southern Arizona

JOB DESCRIPTION

RBHA

Corrections Officer/Offender Liaison (COOL)

EXAMPLE OF DUTIES: Acts as single point of contact for the Department Administrator or designee. Facilitates access to services for Department offenders. Coordinates with Department Parole Officer appropriate service placement of offenders as referred, which may include the scheduling of appointments for the offender with the subcontracted provider; refers offender/client to appropriate community resources. Facilitates the collection of required authorization information e.g.; Referral Forms, Client Rights, Appeals/Grievance, Confidentiality, etc. Coordinates the collection of Progress Reports on referred client/offenders for individual Parole Officers. Maintains a current roster of client/offender referrals and case status. Makes referral for services based on availability and utilizing the recommendations of the Parole Officer.

KNOWLEDGE, ABILITIES AND SKILLS: Considerable knowledge of the RBHA's subcontracted provider system; good knowledge of resource availability in the community; knowledge of currently accepted concepts, theories and practices in diagnosis and treatment of substance abuse in the community. Skills in interviewing, eliciting information and gaining insights into client/offenders through the interview process; skill in oral and written communications; skill in interpersonal relations, as applied to contacts with Department Parole Officers and various other agencies in the community. Certification in Substance Abuse with no prior criminal convictions.

COOL Position Distribution

RBHA	Positions
<u>Magellan</u>	3 FTE COOL Positions
<u>Community Partnership of Southern Arizona (CPSA)</u>	2 FTE COOL Positions
<u>Cenpatico</u>	2 FTE COOL Positions
<u>Northern Arizona Behavioral Health Authority (NARBHA)</u>	1 FTE COOL Position